

PBA

**AGREEMENT**

**Between**

**TOWNSHIP OF LONG BEACH**

**And**

**LONG BEACH TOWNSHIP  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 373**

---

**January 1, 2003 Through December 31, 2005**

---

Final Agreement - Rev. 12/31/02

**PBA LOCAL #373**

**CONTRACT COMMITTEE:**

Kevin J. Mahon, Jr., President  
Steven B. Melega, Vice President  
George C. Schnell, III, Treasurer  
Kevin C. Lyons, Sr., State Delegate, Secretary

**SCHAFFER, PLOTKIN & WALDMAN**

*A Professional Labor Relations Corp.*

**BY: MYRON PLOTKIN**

P.O. Box 100

Leeds Point, New Jersey 08220

609-652-3838 FAX: 609-652-7994

**A G R E E M E N T**

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1  
2 **AGREEMENT**  
3

4 **THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
5 between the **TOWNSHIP OF LONG BEACH**, hereinafter referred to as "TOWNSHIP" or  
6 "EMPLOYER," and the **LONG BEACH TOWNSHIP POLICEMEN'S BENEVOLENT**  
7 **ASSOCIATION, INC., LOCAL 373**, hereinafter referred to as "P.B.A."  
8  
9

10 **WITNESSETH:**  
11

12 **WHEREAS**, the parties have carried on collective bargaining for the purpose of  
13 developing a contract covering wages, hours of work and other conditions of employment;  
14

15 **NOW, THEREFORE**, in consideration of the mutual promises and covenants herein  
16 contained, the parties hereto agree as follows:  
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2 ARTICLE I  
3 RECOGNITION  
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5 The Employer hereby recognizes the Long Beach Township Policemen's Benevolent  
6 Association, Inc., Local 373 as the exclusive representative for all Patrolmen and Detectives in  
7 its Police Department in Long Beach Township, New Jersey, but excluding the Chief of Police,  
8 Captain, Lieutenants and Sergeants.  
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**ARTICLE II**  
**GRIEVANCE PROCEDURE**

**A. Procedure**

1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement only, the following procedures shall be followed.

**Step 1:** An officer with a grievance shall first discuss the matter with his immediate supervisor, either directly or through the P.B.A.'s designated representative, for the purpose of resolving the matter informally.

**Step 2:** If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he or she may file a written grievance with the Chief of Police or in his absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or designated representative and the aggrieved party. The Chief of Police thereon shall render a decision in writing within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party's Step 1 complaint.

**Step 3:** If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the P.B.A., by its designated representative, to the Board of Commissioners. A meeting on the grievance shall be held between the P.B.A. and the Board of Commissioners at

1 which meeting the parties may be represented. Said meeting shall not be held publicly  
2 unless the parties so agree in writing. The Board of Commissioners shall render a final  
3 written decision within fifteen (15) working days of the date of the meeting. The  
4 grievance shall be filed within twenty (20) working days of the filing of the Step 2  
5 grievance.

6 **Step 4:** In the event that the aggrieved person is not satisfied with the decision of  
7 the Board of Commissioners, the aggrieved person or the P.B.A., if the P.B.A. on his or  
8 her behalf determines that the grievance is meritorious, has fifteen (15) calendar days in  
9 which to request arbitration.  
10

11  
12 a. The Arbitrator shall be selected in accordance with the rules and regulations of the  
13 American Arbitration Association or P.E.R.C.  
14

15  
16 b. The Arbitrator's decision shall be in writing and shall be issued not later than thirty  
17 (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the  
18 Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted.  
19

20 c. The costs of the services of the Arbitrator shall be borne by the losing party. All other  
21 expenses incidental to and arising out of the Arbitration shall be paid by the party incurring it.  
22

23  
24 d. The decision of the Arbitrator shall be binding on all parties.

25  
26 e. A grievance affecting a group of employees under Article I may be submitted by the  
27 P.B.A. on behalf of said named group at Step 3 of the grievance procedure.  
28

1 **B. Time Limits**

2 1. These time limits may be extended upon mutual written agreement between the  
3 parties. It is the intent of both parties to expedite grievances to a resolution in order to maintain  
4 morale and the good order of the Police Department.

5 2. A grievance must be presented at Step1 within thirty (30) days from the date of  
6 occurrence of the facts that give rise to the grievance. If it is not presented within the aforesaid  
7 time period, it shall be deemed waived by the party and the P.B.A.  
8

9  
10 **C. Representation**

11 Any employee may be represented at all stages of the grievance procedure by him or  
12 her; or, at his or her option, by a representative selected or approved by the P.B.A. When an  
13 employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and  
14 state its views at all stages of the grievance procedure.  
15

16  
17 **D. Disciplinary Proceedings**

18 Disciplinary proceedings shall not be subject to the grievance procedure herein  
19 contained but shall be subject to Department of Personnel statutes and regulations.  
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1 ARTICLE III

2 MEMBER'S RIGHTS

3  
4 A. Non-Discrimination

5 There shall be no discrimination, interference or coercion by the Employer or any of its  
6 agents against employees represented by the P.B.A. because of membership or activity in the  
7 P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into  
8 membership. Neither the Employer nor the P.B.A. shall discriminate against any employee  
9 because of race, creed, color, age, sex, or national origin.  
10

11  
12 B. Collective Rights

13 The Township hereby agrees that every Police Department employee of the Township  
14 shall have the right freely to organize, join and support the P.B.A. and its affiliates or other  
15 Police fraternal organizations and their affiliates for the purpose of engaging in collective  
16 negotiations for mutual aid and protection.  
17

18  
19 C. Just Cause Provision

20 No member shall be discharged, disciplined, reprimanded, reduced in rank or  
21 compensation, or deprived of any professional advantage, or given an adverse evaluation of his  
22 or her professional service without just cause. Any member of the Department against whom a  
23 disciplinary proceeding is to be brought shall be notified in writing of the charges to be levied.  
24

25  
26 D. Required Meetings or Hearings

27 Whenever any member is required to appear before the Township governing body  
28 concerning any matter which could adversely affect the continuation of that member in his or

1 her office, position or employment or the salary or any increments pertaining thereto, then he or  
2 she shall be given prior written notice of the reasons for such meeting or interview and shall be  
3 entitled to have a PBA Union Representative present to advise the employee and represent the  
4 employee during such meeting or interview should he or she so desire.  
5

6  
7 **D. Criticism of Patrolmen**

8 Any questions or criticism prior to filing written charges, by a supervisor, administrator,  
9 Township Commissioner, or any person, of a patrolman or his methodology shall be made in  
10 confidence and not in the presence of other patrolmen, or at public gatherings of the town. All  
11 complaints shall be brought promptly to the attention of the patrolmen so as to allow the  
12 patrolmen the opportunity to respond to the complaint.  
13

14  
15 **E. Record of Accumulated Time**

16 The Township shall maintain a monthly record of all leave time accumulated by each  
17 officer represented by the PBA. This record shall be made available to the officer at his or her  
18 request and shall include a record of accumulated sick time, vacation time, personal time, and  
19 any other leave time accumulated by the officer.  
20

21 **F. Notification of Time Owed**

22 The Employer will notify the employee of any scheduling deficit (days owed), no later  
23 than March 1 of that year or the employee shall not be liable for that time. This notification  
24 requirement will not apply to any employee who receives a change of assignment pursuant to  
25 their request.  
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2 ARTICLE IV  
3 MANAGEMENT RIGHTS  
4

5 A. The P.B.A. recognizes that there are certain functions, responsibilities and management  
6 rights exclusively reserved to the Employer. All of the rights, power and authority possessed by  
7 the Employer prior to the signing of this Agreement are retained exclusively by the Employer  
8 subject to such limitations as are specifically provided in this Agreement only.  
9

10  
11 B. The use of the work schedule shall not be construed as a waiver of the Employer to  
12 decide on the "shift" of all patrolmen. It is agreed that decisions on shifts are solely reserved to  
13 the Employer.  
14

15  
16 C. This Agreement is subject to existing rules and regulations. The Chief of Police nor the  
17 Commissioner of Public Safety may not, under power granted to him by virtue of his or her  
18 office, modify the terms of this Agreement.  
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2 ARTICLE V

3 PERSONNEL FILES & LEGAL AID  
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5 A. The Employer will provide legal aid to all personnel covered by this Agreement  
6 pursuant to the provisions of existing statutes while acting in his or her capacity as a member of  
7 this police department. Legal aid shall not be provided, when the member is defending a  
8 disciplinary action taken by the Employer and the finding is adverse to the member.  
9

10  
11 B. The Township shall not allow anyone with the exception of the Chief of Police or  
12 designee, the Personnel Officer of the Police Department, the Municipal Solicitor (while on  
13 official business), the Township Manager, or the Municipal Clerk, to read, review, have a copy  
14 of or in any way peruse any employee's personnel file which is kept by the Police Department  
15 of Long Beach Township.  
16

17  
18 C. Unsubstantiated or unfounded complaints, or any information in regard thereto, shall  
19 not become a part of an officer's official personnel file. Only complaints that necessitate an  
20 internal investigation shall be maintained in a separate file under the direction of the Personnel  
21 Officer and shall be subject to the same constraints of review as set forth above.  
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2 ARTICLE VI

3 RETENTION OF BENEFITS & ADDITIONAL BENEFITS  
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5 A. Except as otherwise provided herein, all benefits which employees have heretofore  
6 enjoyed and are presently enjoying shall be maintained and continued by the Township during  
7 the term of this Agreement.  
8

9  
10 B. It is specifically understood that the exclusive representative herein waives none of its  
11 statutory rights, especially those contained in N.J.S.A. 43:13A-5.1 et seq. The Employer agrees  
12 to grant the necessary time off with pay to the President and one other delegate to attend any  
13 State or National Convention of the N.J.S.P.B.A. and one day per month with the prior  
14 approval of the Chief of Police, or designee, to conduct P.B.A. business.  
15

16  
17 C. The Employer further agrees that in the event the employees named Chief, Captain,  
18 Lieutenant, and Sergeants negotiate any additional benefits for members of the Police  
19 Department over and above the benefits pertaining to the employees herein stated, those  
20 additional benefits shall be added to and automatically become a part of this contract and shall  
21 be to the benefit of the employees who are a party to this contract.  
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2 ARTICLE VII

3 P.B.A. DUES & AGENCY SHOP PROVISIONS  
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5 A. The Township will deduct the monthly P.B.A. dues from each employee who furnishes  
6 to the Township a written authorization for such deduction in a form acceptable to the  
7 Township. Funds so deducted shall be paid over to the P.B.A. on a monthly basis within thirty  
8 (30) days of the end of the month, together with a statement showing from whom the dues were  
9 collected and the amounts thereof.  
10

11  
12 B. An Agency Shop Provision, pursuant to the New Jersey Statutes, requiring 85% dues  
13 assessment shall be made part of this Agreement. The P.B.A. shall hold harmless the  
14 Municipality from any and all claims arising out of this provision.  
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ARTICLE VIII  
VACATION TIME

A. The Township's vacation plan for members of the Police Department governed by this Agreement shall be set forth as indicated below:

During the first year of service..... One (1) day for each month of completed service.

After one year..... fifteen (15) days.

After three years..... sixteen (16) days.

After six years..... seventeen (17) days.

After nine years..... eighteen (18) days.

After twelve years..... nineteen (19) days.

After fifteen years..... twenty (20) days.

After eighteen years..... twenty-two (22) days.

After twenty years..... twenty-four (24) days.

B. The annual vacation allowance for all employees shall be determined as of January 1<sup>st</sup> of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

C. Employees may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried for more than one year.

1  
2 **D. Peak Time Scheduling**

3 It is recognized that the summer months of employment are the peak work time of the  
4 Township. During this period, vacations shall be scheduled with the approval of the Chief of  
5 Police, or designee, and the employee's immediate supervisor in such a fashion so that the  
6 Department shall have sufficient personnel available to perform its functions. Police Officers  
7 shall be entitled to take a minimum of three (3) days cumulatively in July and August, provided  
8 it is authorized by the Chief of Police or designee.  
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3                   ARTICLE IX  
4                   PERSONAL DAYS

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6       A.       Each employee shall be eligible for four (4) days personal leave, which may be used for  
7       personal business, with the permission of their immediate supervisor. Personal leave time shall  
8       not be accumulated from year to year.

9  
10      B.       An employee shall notify their supervisor not less than four (4) hours before his or her  
11      scheduled shift of their request to utilize personal leave time. If the shift is not short any  
12      member, the leave shall be granted. If an employee requests personal leave time with less than  
13      four (4) hours advance notice, it may be granted by the Chief of Police or designee, Captain,  
14      Lieutenant, or Sergeant if the shift is not short any member. The approval or denial of such  
15      requested leave with short notice shall be at the sole discretion of the Superior Officer to whom  
16      the request may be made. However, all best efforts shall be made by the Chief of Police or  
17      designee, Captain, or Lieutenant to accommodate such late request.  
18

19  
20      C.       If the Employee makes the request for the personal day leave forty-eight (48) hours  
21      before the shift is to begin, then the supervisor shall obtain a replacement in advance and the  
22      leave will not be denied unless an emergency situation exists. The Chief of Police or designee  
23      shall make the determination of what constitutes an "emergency situation."  
24

25  
26      D.       No more than one personal day per shift on first come first served basis shall be  
27      permitted, unless approved by the Chief of Police or designee.  
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1 ARTICLE X

2 SICK LEAVE

3  
4 A. Sick leave shall accumulate at the rate of one and one-quarter (1 ¼) days per month in  
5 the first year of service, commencing on the first month or major portion thereof from the date  
6 of hire. It is assumed the employee shall remain in the service of the Township for the  
7 remainder of the calendar year and the total number of sick days, pro-rated, and shall be  
8 credited to the employee. If separation occurs before the end of the year and more sick leave  
9 has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess  
10 shall be deducted from the final pay. Sick leave shall accumulate from year to year with  
11 additional fifteen (15) days credited to the employee at the beginning of each successive  
12 calendar year.  
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15  
16 B. Any employee eligible to retire in a calendar year shall notify the Township in writing  
17 through the Chief of Police or designee, no later than January 15<sup>th</sup> of that year, but in no event  
18 less than thirty (30) days prior to the planned retirement date or eligibility date of the following:

- 19 1. Intent to retire or not.  
20 2. Choice of terminal sick leave or payment for unused sick time.  
21

22 Failure by the employee to make timely notice to the Township shall limit the retiring  
23 employee to the payment for unused sick time as heretofore provided; and the Township shall  
24 have the sole option to defer making this payment until the next calendar year.  
25  
26

27 C. Upon retirement, police officers shall be paid for sixty percent (60%) of all unused sick  
28 leave which they have accumulated. The maximum amount paid to an officer for unused sick

1 leave shall be the equivalent of five (5) months' pay, if accumulated, at the time of retirement,  
2 rounded up to the next \$100. Unused sick time shall be paid within sixty (60) days of  
3 retirement, unless mutually agreed upon by both the retiree and the Township to defer or  
4 expedite payment.  
5

6  
7 D. Alternatively, a retiree may opt to take terminal leave in lieu of the payment described  
8 in Section C. If so, he or she may take time equal to sixty percent (60%) of unused  
9 accumulated sick days, but in no event shall exceed five (5) calendar months. Compensation  
10 during this time shall be at regular base pay including any holiday pay and longevity.  
11

12  
13 E. Work loss due to injury or illness possibly arising out of the course of employment shall  
14 not be chargeable to sick leave until and unless the employee's Workers' Compensation claim  
15 is denied.  
16

17 F. If a member is disabled in the performance of their duty, he/she shall receive full pay  
18 until he returns to duty or until he is retired or placed on a permanent disability status. Effective  
19 12/01/02, this clause shall not apply to officers in the police academy.  
20

21 G. **Maternity Leave**

22 1. Female officers shall be entitled to utilize the sick leave and/or disability leave  
23 provided in Section A. of this Article in connection with any illness, injury or disability arising  
24 from pregnancy, including the period of disability following the birth of a child. At a minimum,  
25 a female officer shall be entitled to utilize the disability leave provided by FLSA for the period  
26 10 weeks prior to the due date of the birth of a child, and for the six weeks following the birth  
27 of the child. Such disability leave shall not be available to an officer for the normal care of an  
28

1 infant; though sick leave as provided in Section A will be available for the care of an infant due  
2 to illness. Sick leave shall also be available to male or female officers for the care of family  
3 members, resulting from the pregnancy, including the birth of a child in the same manner as  
4 such sick leave would be available to an officer for the care of any other immediate family  
5 member.  
6

7 2. A female officer shall advise the Chief of Police or designee, in writing as soon as  
8 she has received confirmation of her pregnancy from a doctor. The female police officer shall  
9 be permitted to work so long as her doctor permits such work. The Department shall have the  
10 right to request a note confirming the doctor's opinion that the officer is able to continue to  
11 perform the work of a police officer assignment. The medical note shall be from a physician of  
12 the officer's own choosing. However, the Township reserves the right to have the Police  
13 Physician consult with the officer's physician for the purpose of determining whether the  
14 officer shall be approved for duty. The information obtained from such consultation shall be  
15 shared with the Chief of Police, or designee, and the Township in a manner limited to providing  
16 only that information necessary to advise the Township of the officer's availability for duty and  
17 the nature of that duty.  
18  
19

20 H. Officers may use sick time as set forth in Section A to care for an immediate member of  
21 their family. An "immediate" family member shall be limited to the officer's spouse, child,  
22 stepchild, parent, spouse's parents, or any other family member that resides in the officer's  
23 home and is reliant upon the officer for care and support. The Chief of Police or designee must  
24 approve any exceptions to this provision.  
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1 ARTICLE XI

2 BEREAVEMENT LEAVE

3  
4 A. Bereavement leave of five (5) days per death of an immediate relative of an employee  
5 shall be granted provided the decedent is a spouse, mother, father, grandmother, grandfather,  
6 sister, brother, child, stepchild, adopted child, granddaughter, grandson, spouse's mother,  
7 father, sister, brother, child, stepchild, adopted child, granddaughter, grandson, grandmother or  
8 grandfather.  
9

10  
11 B. Bereavement leave of two (2) days per death of a relative of the employee shall be  
12 granted for an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law,  
13 son-in-law, daughter-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather,  
14 brother-in-law, son-in-law or daughter-in-law.  
15

16  
17 C. Bereavement leave of one (1) day per death of a niece or nephew of the employee or his  
18 or her spouse shall be granted.  
19

20 D. Such bereavement leave is with pay and is not chargeable against vacation, personal or  
21 sick leave time. Where common disaster results in the death of more than one such relative  
22 within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.  
23

24  
25 E. An employee whose spouse or child dies is to be given an additional fifteen (15) days  
26 bereavement leave before he or she must report back to duty, which time shall not be deducted  
27 from employees vacation, personal or sick days.  
28

1 F. In the event of the death of a member of an employee's family while said employee is  
2 on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized  
3 by this Agreement and such leave shall not prejudice an employee's vacation rights granted by  
4 this Agreement. The employee, in mutual agreement with the Chief of Police or designee, in  
5 such cases, shall be required to reschedule his or her unused vacation time in the same calendar  
6 year.  
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8  
9 G. Exceptions to these time limitations may be made by the Chief of Police, or designee,  
10 upon timely notification by the Officer when the deceased is buried in another state and the  
11 officer will be unable to return for duty and adhere to the time limitations stated in paragraph A  
12 and B above.  
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2 ARTICLE XII  
3 ESTATE BENEFIT  
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5 A. The Township agrees to be responsible for the cost of all burial expenses for an officer  
6 who is killed in the line of duty to a maximum of \$10,000.  
7

8  
9 B. In the event of the death of an employee, whether on or off duty, his or her survivors  
10 will be paid for the employee's vacation days, personal days, compensatory time, holidays,  
11 salary and severance pay, etc. There will be no pro-rating. This payment shall be paid to the  
12 employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from  
13 the date of the death of the employee.  
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2 ARTICLE XIII

3 UNIFORMS  
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6 The present uniforms supply policy of the Township shall be as follows:  
7

8 A. Uniformed officers shall be provided their uniforms and required equipment, which  
9 uniforms and equipment shall be replaced as required and as approved by the Chief of Police or  
10 designee.  
11

12 B. Plain clothes Detectives shall have an annual allowance of \$1,050.00, which funds shall  
13 be used to provide clothing necessary for the performance of their duties. Such payment shall  
14 be a reimbursement and not subject to the withholding of taxes upon presentation of receipt(s)  
15 by the detective  
16  
17

18 C. Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning  
19 establishments designated by the Police Department.  
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1  
2 ARTICLE XIV

3 MEDICAL BENEFITS AND EXAMINATIONS  
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5 A. Each employee shall be entitled to a medical examination by the medical officer  
6 employed by the Employer once a year, such examination to include x-rays and blood tests.  
7 The physicals will be conducted by either Ocean Medical or Island Medical, at the officer's  
8 discretion. A copy of the medical report from the physician shall be delivered to each member.  
9 Any medical reports that are provided to the Township as a result of this or any other medical  
10 examination shall be strictly confidential and viewed only on a need to know basis.  
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12

13 B. The Township recognizes that police officers, as a result of the nature of their duties,  
14 are subject to physical and emotional demands, which frequently cause medical problems.  
15 Accordingly, heart attacks, strokes, coronary problems and nervous disorders are considered  
16 job-related injuries for the purpose of Workers' Compensation claims and other medical  
17 benefits.  
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20 C. It is further understood that if an officer is injured on his or her way to work or on  
21 returning from work, such injury will be considered job related for the purposes of Workers'  
22 Compensation medical benefits.  
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2 D. The Township agrees to provide a dental plan equivalent to what is currently provided  
3 by Direct Dental Blue Cross/Blue Shield; an eyeglass plan and a \$1.00 prescription plan  
4 equivalent to what is currently provided by Benecard Services, Inc., to all employees. This  
5 coverage, along with the New Jersey State Health Benefits Program shall be provided to the  
6 employee by the Township and continue to be provided to the employee by the Township upon  
7 the employee's retirement at twenty-five (25) years of service at no additional cost to the  
8 employee.  
9

1 ARTICLE XV

2 COLLEGE INCENTIVE PROGRAM

3  
4 A. The Township agrees that the amount and quality of any employee's education often  
5 determines the value of his or her contribution to the community and the degree of proficiency  
6 with which he or she performs his or her duties. In order to provide an incentive to encourage  
7 the employees to achieve the advantage of higher education, the Township agrees that each  
8 employee who receives academic credit for study in an institution of collegiate level which  
9 offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or  
10 associate degree in law enforcement or other related curriculum shall be paid a college  
11 incentive program compensation at the rate of \$10.50 per credit per annum as additional  
12 compensation. Such additional compensation will be paid only for credits up to and including  
13 the baccalaureate degree. Such additional college incentive program compensation shall be  
14 added to and become part of the officer's annual salary, commencing the pay period next  
15 following production of evidence or proof of completion of said credits or degree.  
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17

18 Associate Degree or 64 credits . . . . . \$672.00

19 Baccalaureate Degree or 128 credits . . . . . \$1,344.00  
20

21 B. The Township shall allow the officers to attend college off duty and will fund both  
22 tuition and book fees, keeping a running account of these expenses. There will be no limit to  
23 the number of officers attending college at any given time. For as long as there is a balance due  
24 in the account of the expenses funded by the Township to the officer, any monies which would  
25 have otherwise been paid to the officer pursuant to the college incentive program compensation  
26 set forth above will instead be retained by the Township to reimburse it for the expenses paid  
27 by the Township for the officer's college credits.  
28

1 C. Upon graduation and the awarding of a degree, the college incentive program  
2 compensation shall continue to be paid to the Township until the Township is completely  
3 reimbursed for the expense of the officer's education. This procedure shall only apply to those  
4 officers pursuing a degree in law enforcement or other related curriculum.  
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2 ARTICLE XVI

3 HIGHER CLASSIFICATION PAY ADJUSTMENT  
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5 In the event an employee is assigned to perform in a classification higher than his or her  
6 title, the officer shall receive 110% of his or her salary for the time spent in the higher  
7 classification work. If the employee is required to work in a lower job classification than his or  
8 her regular title, no adjustment shall be made to the officer's regular pay.  
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2 **ARTICLE XVII**

3 **HOLIDAYS**

4  
5 A. The Township recognizes that the fact that officers are regularly scheduled to work  
6 holidays may cause a hardship on their families.

7 1. Commencing January 1, 2003, all Officers will receive 90% of 21 days pay, which  
8 will be added to their base salary. This will be added before computation of the overtime rate  
9 and longevity. The 21 holidays are based on an eight (8) hour day.

10 2. Commencing January 1, 2004 and each year thereafter, all Officers will receive 80%  
11 of 21 days pay, which will be added to their base salary. This will be added before  
12 computation of the overtime rate and longevity. The parties agree to re-open negotiations  
13 should the Division of Pensions grant an additional "holiday", suspend or reduce the  
14 Township's contribution to the fund in any year.

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17 B. The Township and the PBA agree to recognize as holidays such additional days as shall  
18 be designated for all of the Township of Long Beach as set forth in the appropriate ordinance or  
19 resolution adopted by the Township for such purpose.

20  
21 C. Employees of the Police Department shall receive time off (comp time) in a manner  
22 commensurate with other Township employees.

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25 D. As a result of collective bargaining negotiations between the Township and PBA Local  
26 373 the parties have agreed to include holiday pay in base as set forth above. The percentage  
27 figure has been arrived at by mutual agreement between the parties and in consideration of the  
28 Township's payment of pension payments on behalf of the members of Local 373 to the Police

1 and Fire Retirement System for each member.  
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3 ARTICLE XVIII

4 HOURS OF WORK AND OVERTIME

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6 The guidelines for the work schedule (8 hour shifts; 5 days on 2 days off for three (3)  
7 weeks followed by 4 days on 2 days off) as presently constituted and incorporated herein shall  
8 be maintained for the life of this Agreement. The Chief may, with consent of the majority of  
9 officers assigned to a shift, change this to 8 hour shifts; 5 days on 2 days off or to twelve (12)  
10 hour shifts. Overtime shall be paid in accordance with the law in such case made and provided.  
11 The officers shall be paid time and one-half of annual salary when required to perform duties  
12 which take time in excess of the normal work schedule or for work performed in excess of their  
13 regular scheduled work time, all in accordance with the law in such case made and provided.  
14 Paid overtime shall be paid for regular duties as well as for range, classes and meetings. Such  
15 overtime shall not be less than two hours per range session, class or meeting. Paid overtime  
16 shall not be paid when the officer is in regularly scheduled training programs outside the limits  
17 of Long Beach Township. Time spent for such training shall be compensated by an equal  
18 amount of time off. This time shall be limited to traveling time plus time spent in training.  
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21 B. Overtime shall be paid to each officer by separate check on the payday next following  
22 the pay period in which the overtime pay was accrued. At the option of the officer,  
23 compensatory time off in lieu of overtime may be taken. If compensatory time off is taken it  
24 shall be at the same rate as overtime (time and one-half) as per the Garcia FLSA Act.  
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27 C. Overtime work, when necessary, shall first be offered to regular members of the Police  
28 Department on an equitable and rotating basis, commencing with senior patrolmen.



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3 D. If an employee is called for work for an emergency situation or to cover for another  
4 employee who is absent, said employee shall receive a guarantee of not less than four (4) hours  
5 work, notwithstanding the fact that the actual work performed may be less than provided by  
6 this guarantee. This minimum shall not apply to overtime worked at either end of a regularly  
7 scheduled shift. Any officer required to be "on-call" will receive one hour of comp time for  
8 each scheduled day and two hours for each day off. "On-call" will be defined as a situation  
9 where the officer is required to be prepared to respond during his regularly scheduled days or  
10 hours off. The Chief of Police will determine when an officer is placed "on-call" for duty with  
11 the exception of being under subpoena.  
12

13  
14 E. Where the work schedule is required to be changed or amended as the need may arise,  
15 the work schedule shall not be changed nor modified without forty-five (45) days advance  
16 notice in writing to all members of the department. The guidelines for the work schedule or the  
17 current work schedule as set forth may be changed immediately in cases of emergency in  
18 accordance with New Jersey Statutes and the New Jersey Administrative Code.  
19

20 F. Twelve (12) hour shifts as per the Side Bar Agreement executed by the parties, will be  
21 implemented commencing January 1, 2003. An Amendment to the Agreement relative to the  
22 twelve (12) hour shifts shall be implemented commencing January 1, 2004. The parties agree to  
23 reserve the right to make modifications to the twelve (12) hour shift assignments as may be  
24 mutually agreed upon. Such provision shall allow for a "late/early" officer. Either side reserves  
25 the right to change the schedule back to the prior schedule with a forty-five (45) day notice.  
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**ARTICLE XIX**

**LONGEVITY**

A. Each employee represented by this Agreement shall be paid in addition to and together with his annual base salary as listed in Article XXI hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>% ADDED TO BASE SALARY</u></b>
Upon the completion of 3 years	2%
Each year thereafter an additional	1%
Until completion of 9 years	8%
At the commencement of the 15 <sup>th</sup> year of service	9%
At the commencement of the 20 <sup>th</sup> year of service	10%

B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence on the 1<sup>st</sup> of the year for salary guide purposes. Longevity shall be paid together with and in addition to the employee's base salary.

1 ARTICLE XX

2 SHIFT DIFFERENTIAL

3  
4 A. The Township recognizes the fact that shift work may create a hardship for the  
5 employee and that the employee should be compensated. Effective July 1, 1991 the employees  
6 assigned to this Agreement were assigned to steady shift duties. Shift differential pay has been  
7 awarded in previous Agreements and will remain at the rates set forth below for the life of this  
8 Agreement for those officers assigned to said shift. Officers working a 12 hour shift shall  
9 receive \$1000 shift differential added to the base pay. Additionally, the night shift will also  
10 receive a 3% differential. This shift differential is based upon the usage of twelve (12) hour  
11 shifts. Should the parties revert to an eight (8) hour shift, then the shift differentials as provided  
12 for in the 2000-2002 Agreement shall be reinstated in lieu of the above Night Shift differential  
13 of 3%.  
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17 B. Members of the Detective Division shall be entitled to a 2% shift differential regardless  
18 of the actual hours worked together with the \$1000 added to the base as shift differential.  
19

20 C. An employee's base salary shall be adjusted to include the shift differential payment,  
21 which shall be paid to the employee in his regular paycheck. The Chief of Police or designee  
22 shall validate the shift differential work record.  
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**ARTICLE XXI**

**SALARIES**

A. Salaries for employees are based on 2080 hours per year.

B. The salaries shown below shall be reduced by \$1000.00 should the parties agree to not utilize twelve (12) hour shifts and revert back to eight (8) hour shifts. Such adjustment shall be pro-rated to the percentage of the first year in which the eight (8) hour shifts are reinstated.

**Officers Hired Before 12/1/2002**

<b><u>STEP</u></b>	<b><u>1/1/2003</u></b>	<b><u>1/1/2004</u></b>	<b><u>1/1/2005</u></b>
1 (Upon entering the Academy)	\$29,147	\$30,298	\$31,495
2 (Upon completion of the Academy)	33,759	35,092	36,478
3 (Commencing 1 <sup>st</sup> day of 13 <sup>th</sup> month in service)	40,569	42,171	43,837
4 (Commencing 1 <sup>st</sup> day of 25 <sup>th</sup> month in service)	54,280	56,424	58,652
5 (Commencing 1 <sup>st</sup> day of 37 <sup>th</sup> month in service)	57,809	60,092	62,466
6 (Commencing 1 <sup>st</sup> day of 49 <sup>th</sup> month in service)	62,054	64,505	67,053
7 (Commencing 1 <sup>st</sup> day of 61 <sup>st</sup> month in service)	66,693	69,328	72,066

**Officers Hired After 12/1/2002**

<b><u>STEP</u></b>	<b><u>1/1/2003</u></b>	<b><u>1/1/2004</u></b>	<b><u>1/1/2005</u></b>
1 (Upon entering the Academy)	\$29,147	\$30,298	\$31,495
2 (Upon completion of the Academy)	35,404	36,803	38,257
3 (Commencing 1 <sup>st</sup> day of 13 <sup>th</sup> month in service)	41,662	43,308	45,018
4 (Commencing 1 <sup>st</sup> day of 25 <sup>th</sup> month in service)	47,920	49,813	51,780
5 (Commencing 1 <sup>st</sup> day of 37 <sup>th</sup> month in service)	54,178	56,318	58,542
6 (Commencing 1 <sup>st</sup> day of 49 <sup>th</sup> month in service)	60,435	62,823	65,304
7 (Commencing 1 <sup>st</sup> day of 61 <sup>st</sup> month in service)	66,693	69,328	72,066

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3 ARTICLE XXII

4 SAVINGS CLAUSE

5  
6 In the event that any Federal or State legislation or government regulation, including the  
7 Internal Revenue Service, or Court decision causes invalidation of any Article or section of this  
8 Agreement, all other Articles and sections not so invalidated shall remain in full force and  
9 effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.  
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2 **ARTICLE XXIII**

3 **DURATION**

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5 A. This Agreement shall be in full force and effect as of January 1, 2003 and shall remain  
6 in effect until December 31, 2005. If either party desires to change this Agreement, it shall  
7 notify the other party in writing at least thirty (30) days before the expiration of this Agreement  
8 of the proposed changes and their desire to terminate this Agreement. If notice is not given as  
9 herein stated, this Agreement shall automatically be renewed for another year.

10  
11 B. The parties agree that this contract is for the years 2003 through 2005 and all terms and  
12 conditions recited herein are retroactive to January 1, 2003.

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15 ATTEST:

TOWNSHIP OF LONG BEACH

16 By: Bonnie M. Leonetti  
17 Bonnie Leonetti, Municipal Clerk

By: James J. Mancini  
James J. Mancini, Mayor

18  
19  
20 ATTEST:

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 373

21  
22 By: Michael J. Burns

23 By: Kevin J. Mahon, Jr.  
Kevin J. Mahon, Jr., President